

EXHIBIT 7

Document title:	What You Need To Know About Licensing Your Work - The Shutterstock Blog
Capture URL:	http://www.shutterstock.com/blog/protecting-your-content-what-you-need-to-know-about-licensing-your-copyright
Page loaded at (UTC):	Wed, 09 Mar 2022 21:21:09 GMT
Capture timestamp (UTC):	Wed, 09 Mar 2022 21:21:11 GMT
Capture tool:	2.34.6
Collection server IP:	52.5.8.50
Browser engine:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/93.0.4577.0 Safari/537.36
Operating system:	linux x64 (Node v14.17.0)
PDF length:	6
Capture ID:	v9KYxE4Rz3gTgjQDadmh3h
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VISUALS ASSETS

What You Need To Know About Licensing Your Work

By [Shutterstock](#) on June 4, 2015

Note: While the information contained in this post is not intended to be legal advice, we hope it helps empower you to make informed decisions regarding your content.

A license is an agreement in which the copyright owner of a work agrees to let another party use the work for certain purposes. A license does not transfer the copyright, but instead gives the licensee permission to use content in specific ways. Through a license, a copyright owner may give a licensee permission to use all or some of the copyright owner's exclusive rights. The copyright holder may license content for a fee to the licensee, or may license the content for free.

What happens to my copyright when I license my content?

If you're using a media licensor (agency, stock website, etc.) to license your content to customers, two things must happen:

1. You must give the media licensor permission to license your content to third parties.

The licensor obtains your permission through an agreement between you and the licensor; for instance, Shutterstock's [Submitter Terms of Service](#). By such agreement, you give the licensor permission to license your content to third parties, to the extent permitted by the agreement.

2. The licensor then licenses your content to customers according to a license that controls the customer's right to use your content.

Agencies and other websites may have examples of licenses publicly available for viewing.

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2. The licensor then licenses your content to customers according to a license that controls the customer's right to use your content.

Agencies and other websites may have examples of licenses publicly available for viewing. These licenses can give you an idea of how your content may be used by the customer. The important thing to remember is that licensing your content does not mean that you are transferring your copyright to a third party. Rather, licensing allows you to retain ownership of your copyright while giving permission to other parties to use your content.

What permissions do I give to Shutterstock to license my content?

The Shutterstock Submitter Terms of Service outlines the agreement you have with Shutterstock to license content on your behalf. If you haven't already, please be sure to [read it](#) to understand the rights and obligations that control your relationship with Shutterstock.

Here are some key points about the content you submit to Shutterstock:

- You retain all copyright ownership to the content you submit.
- You give Shutterstock permission to reproduce, prepare derivative works incorporating, publicly display, market, sublicense, and sell any Submitted Content uploaded by you and accepted by Shutterstock. Shutterstock uses these rights to display, market, and license your content through the Shutterstock website to customers.
- You do not have to license your images exclusively through Shutterstock. This means you can also upload your content to other stock agencies or websites for licensing.
- Shutterstock will pay you a royalty for each unique download of your content by a customer.

How Does Licensing Work at Shutterstock?



What rights am I licensing through Shutterstock?

Shutterstock licenses your content to customers under a Standard license, Enhanced license, or other customized license (e.g., Premier license).

The two key differences between the Standard and Enhanced licenses are:

- 1 The Standard license limits total distribution to fewer than 500 000 reproductions and/or

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The two key differences between the Standard and Enhanced licenses are:

1. The Standard license limits total distribution to fewer than 500,000 reproductions and/or impressions (or to a production budget less than USD \$10,000, where applicable).
2. The Enhanced license permits the use of your content on merchandise for resale.

For example, if a customer wants to reproduce or use an image for both product packaging and in magazine ads, they can only reproduce or use the image a total of 500,000 times under the Standard License.

Under the Standard License, the customer can use an image 250,000 times on product packaging, and 250,000 times in magazine ads (or any other variation where the combined uses would not exceed 500,000 total reproductions and/or uses).

However, to reproduce or use an image more than 500,000 times, or to use content on merchandise for resale, the customer needs an Enhanced license.

Here are some additional differences between Shutterstock's Standard and Enhanced licenses: *(Please note that this chart is not a substitute for reading the licenses in their entirety.)*

Permitted Uses	Standard	Enhanced	Notes
As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, blogs, e-magazines, etc.), and in online media (including on video-sharing services such as YouTube, Dailymotion, Vimeo, etc.	YES*	YES	*Standard: Image may not be used in productions with budgets exceeding USD \$10,000 Enhanced: No limit
Printed in physical form as part of product packaging and labeling, letterhead and business cards, point of sale advertising, billboards, CD and DVD cover art, or in the advertising and copy of tangible media, including magazines, newspapers, and books.	YES*	YES	*Standard: Image may not be used in more than 500,000 reproductions Enhanced: No limit
As part of an "Out-of-Home" advertising campaign.	YES*	YES	*Standard: Image may not be used in more than 500,000 reproductions Enhanced: No limit
Incorporated into film, video, television series, advertisement, or other multimedia productions for distribution in any medium now known or hereafter devised (each a "Production").	YES*	YES	*Standard: Image may not be used in productions with budgets exceeding USD \$10,000 Enhanced: No limit
Incorporated into merchandise or promotional items for sale or distribution (collectively "Merchandise"), including, without limitation, textiles, artwork, magnets, wall-art, calendars, toys, stationery, greeting cards, and any other physical reproduction for resale or distribution.	NO	YES*	Enhanced: Merchandise must incorporate material creative or functional elements apart from the image(s). *Includes Print on Demand
For your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind), including as wall art and wallpaper.	YES	YES	Standard: Use is limited to personal, non-commercial use Enhanced: Use is limited to decorative purposes in a commercial space owned by customer or customer's client, and not for sale
Incorporated as elements of digital templates for sale or distribution.	NO	YES	

Here are some key license restrictions in the Shutterstock Standard and Enhanced licenses: *(Again, note that this chart is not a substitute for reading the licenses in their entirety.)*

Uses Prohibited by Both Licenses	Permitted Use?
Use in a way that portrays any person depicted in Visual Content (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) as endorsing a political party, candidate, elected official, or opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.	NO
Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.	NO
Resell, redistribute, provide access to, share or transfer any Image except as specifically provided for by license under which the image was downloaded	NO
Use Visual Content in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.	NO

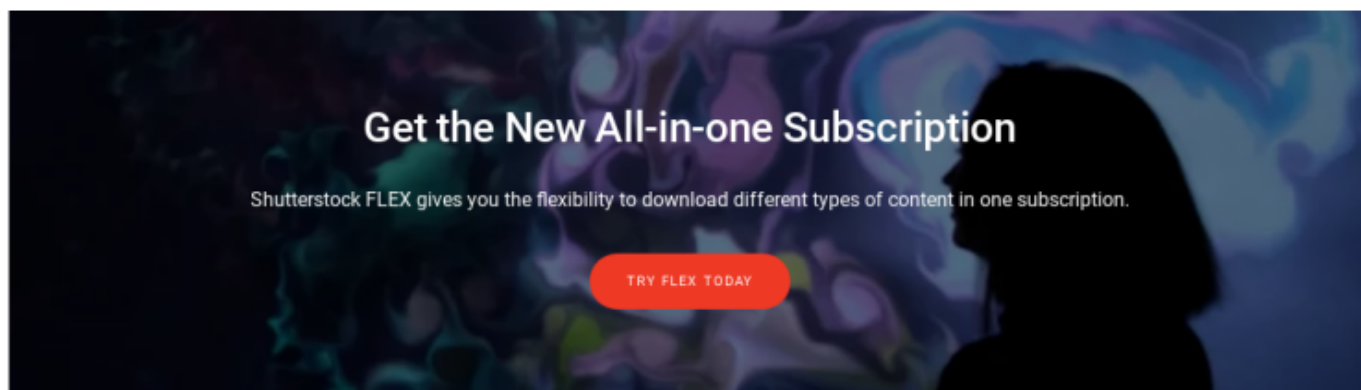
opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.	
Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.	NO
Resell, redistribute, provide access to, share or transfer any image except as specifically provided for by license under which the image was downloaded	NO
Use Visual Content in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.	NO
Use any image (in whole or in part) as a trademark, service mark, logo, or other indication of origin	NO
Use in a way which falsely represents, expressly or by way of reasonable implication, that any Visual Content was created by you or a person other than the copyright holder(s) of that Visual Content.	NO
Use any image on a social media platform or other third party website that claims to acquire rights in the image	NO



This article is adapted from the Shutterstock ["Protecting Your Content" Guide](#). To download the complete guide, [click here](#).

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Understanding the Basics of Copyrights

There are few legal issues as important to artists as copyrights. Here's what you need to know on the topic, including use of your content in other countries.



CONTRIBUTOR SUPPORT

5 Questions to Ask Before Using a Creative Commons License

While Creative Commons licenses offer simplicity, they may not be right for all artists. Here are 5 crucial questions you should ask before using one.

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